

REMARKS

Claims 1-26 are currently pending in the application. Claims 1, 7, 13 and 19 have been amended. None of the claims have been canceled, and no claims have been added. Therefore, claims 1-26 will remain pending in the application after entry of the foregoing claim amendments.

Interview Summary

Applicants gratefully acknowledge the time and attention afforded by Examiner Nalven during a telephonic interview on May 2, 2008. During the interview, Applicants' representative and Examiner Nalven discussed the claimed subject matter, and the non-anticipatory and non-obviousness nature of the claims in view of the cited references. Applicants' representative proposed amending the claims to further distinguish the claims from the cited references. Examiner Nalven agreed to reconsider the application in view of the proposed amendments. Accordingly, Applicants have amended the claims as discussed during the telephonic interview.

Rejection under 35 U.S.C. § 101

Claims 7-12 stand rejected under 35 U.S.C. § 101 as allegedly be directed to nonstatutory subject matter. In particular, the Office Action contends that the claims are directed to a data structure that has no functionality and that does not produce a tangible result (Office Action dated March 7, 2008 ("Office Action") at p. 2). Applicants respectfully disagree.

Applicants previously amended independent claim 7 to recite that the computer-readable storage medium includes computer-executable instructions for storing an email and an associated attachment (*see* Applicants' previous response dated January 10, 2008 at p. 11). As such, claim 7 recites functionality (*i.e.*, computer-executable instructions for storing an email and an associated attachment) that produces a tangible result (*i.e.*, an email and an associated attachment that are stored on the computer-readable storage medium). As claims 8-12 depend from claim 7, the dependent claims also include the foregoing subject matter.

Accordingly, Applicants respectfully submit that claims 7-12 are directed to statutory subject matter and respectfully request, therefore, withdrawal of the rejection under 35 U.S.C. § 101.

Rejection of the Independent Claims

Independent claims 1, 7, 13 and 19 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,584,564 (“Olkin”) in view of U.S. Patent No. 7,149,893 (“Leonard”). Without conceding the merits of the rejection, Applicants have amended the claims to further clarify the claimed subject matter.

Independent Claims 1 and 13

Independent claims 1 and 13 each recite, in part, generating rights data that sets forth each entity having rights with respect to an email and an attachment. The rights data also sets forth a description *of the particular rights associated with each entity*. The rights data is attached to the email and the attachment.

For example, as noted in the present specification, “the rights may specify that one particular individual can read, print, and forward the email and copy the contents of same for an unlimited duration, but that a particular group of individuals may only read and reply to the email for the next seven days” (*Specification* at p. 22, lines 25-28). Thus, “the individuals or groups of individuals set forth in the right data 50 may extend beyond the scope of the recipients of the email 44, based on the assumption that such recipients may forward the email to other recipients” (*id.* at p. 22, lines 28-31).

Olkin, by contrast, discloses a secure email system having a security server that stores a list of target email recipients that are authorized to view a particular email. The information stored on Olkin’s security server does not set forth a description of the particular rights associated with each of the target email recipients.

More specifically, when sending a secure email 14, a software module 26 at a sender 12 opens a connection with a security server 24 (Olkin at col. 13, lines 7-9). After the sender 12 is authenticated, the software module 26 encrypts the secure email 14 and any attachment using a messageKey 104e received from the security server 24 (*id.* at col. 14, lines 4-9). The secure email 14 is then sent to a receiver 16 via an email server 22 (*id.* at FIG. 1). After the receiver 16 is authenticated, the security server 24 sends the messagekey 104e to the software module 26 of the receiver 16 (*id.* at col. 16, lines 26-28). The software module 26 of the receiver 16 then decrypts the secure email 14 using the messageKey 104e (*id.* at col. 16, lines 29-31).

Before the secure email 14 is sent to the receiver 16, the software module 26 sends a list of target receivers 16 and configuration options 48 to the security server 24 (*id.* at col. 13, lines 10-20). The configuration options 48 may include an expiration setting 48d that allows the sender 12 to specify when the security server 24 is to discard the messageKey 104e, thereby making the secure email 14 unreadable (*id.* at col. 9, lines 25-29). The configuration options 48 may also include a maximum reads setting 48e that specifies the number of times the messageKey 104e will be sent to each receiver 16 (*id.* at col. 9, lines 33-37). Thus, the expiration setting 48d and the maximum reads setting 48e in the configuration options 48 apply to all of the receivers 16.

Accordingly, Applicants respectfully submit that Olkin does not teach or suggest generating rights data that sets forth each entity having rights with respect to an email and an attachment, and that sets forth a description of the particular rights associated with each entity, as recited in claims 1 and 13. Moreover, Applicants further submit that Leonard does not supply the missing teachings of Olkin.

In particular, Leonard discloses attaching handling and processing information to an email (Leonard at col. 13, lines 55-58). Leonard's handling and processing information permits a sender to enable or disable various functions associated with the email, such as printing, copying, or forwarding the email (*id.* at col. 12, lines 18-21). In addition, the sender can set a date, time or event that will cause the email to expire (*id.* at col. 12, lines 21-23). Nowhere does Leonard disclose that the handling and processing information sets forth each entity having rights with respect to the email and a description of the particular rights associated with each entity. Rather, like Olkin, Leonard's handling and processing information applies the same set of controls to all recipients of the email.

Accordingly, Applicants respectfully submit that claims 1 and 13 patentably define over the combination of Olkin and Leonard because, *inter alia*, neither reference teaches or suggests generating rights data that sets forth each entity having rights with respect to an email and an attachment, and that sets forth a description of the particular rights associated with each entity. Applicants respectfully request, therefore, withdrawal of the rejection of claims 1 and 13 under 35 U.S.C. 103(a).

Independent Claims 7 and 19

As amended, independent claims 7 and 19 each recite, in part, an email and an attachment being rights-management-protected based on rights data attached thereto. Like claims 1 and 13, the rights data sets forth each entity having rights with respect to the email and the attachment and *a description of the particular rights associated with each entity*.

Accordingly, Applicants respectfully submit that claims 7 and 19 patentably define over the combination of Olkin and Leonard for at least the same reasons discussed above. Applicants respectfully request, therefore, withdrawal of the rejection of claims 7 and 19 under 35 U.S.C. § 103(a).

Rejections of the Dependent Claims

Claims 2, 8, 14, 20, 25 and 26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Olkin in view of Leonard and in further view of U.S. Patent Application Publication No. 2002/0077985 (“Kobata”). Claims 3, 4, 6, 9, 10, 12, 15, 16, 18, 21, 22 and 24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Olkin in view of Leonard and Kobata and in further view of U.S. Patent No. 6,983,371 (“Hurtado”). Claims 5, 11, 17 and 23 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Olkin in view of Leonard and Kobata and in further view of U.S. Patent No. 6,571,337 (“Xiao”).

As claims 2-6 and 25 depend from claim 1, claims 8-12 depend from claim 7, claims 14-18 and 26 depend from claim 13, and claims 20-24 depend from claim 19, Applicants respectfully submit that the dependent claims likewise patentably define over the references relied upon in the Office Action. Applicants respectfully request, therefore, withdrawal of the rejections of the dependent claims under 35 U.S.C. § 103(a).

DOCKET NO.: MSFT-2153/302760.1
Application No.: 10/608,476
Office Action Dated: March 7, 2008

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CONCLUSION

In view of the foregoing, Applicants respectfully submit that the claims are allowable and that the present application is in condition for allowance. Reconsideration of the application and an early Notice of Allowance are respectfully requested. In the event that the Examiner cannot allow the present application for any reason, the Examiner is encouraged to contact the undersigned attorney, Bryan T. Giles, at (215) 564-8954 to discuss the resolution of any remaining issues.

Respectfully submitted,

Date: August 26, 2008

/Bryan T. Giles/
Bryan T. Giles
Registration No. 60,078

Woodcock Washburn LLP
Cira Centre
2929 Arch Street, 12th Floor
Philadelphia, PA 19104-2891
Telephone: (215) 568-3100
Facsimile: (215) 568-3439